

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19

WITTKOPF ENTERPRISES, INC.

Employer

and

Case 19-RC-15111

TEAMSTERS LOCAL 690, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board, hereinafter referred to as the Board. Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned. Upon the entire record in this proceeding, the undersigned makes the following findings and conclusions.¹

I. SUMMARY

The Employer is engaged in the business of retail and wholesale landscaping material supply in the Spokane, Washington area. In performing its operations, the Employer utilizes both truck drivers and operators. The Petitioner seeks to represent a unit of the Employer's approximately 15 full-time non-supervisory truck drivers, and excluding the Employer's 3 operators, as well as a number of mechanics, blower technicians, sales employees and office clerical employees. The Employer contends that the petitioned-for-unit is inappropriate, and that the only appropriate unit is one that includes drivers and full-time operators.

I have carefully reviewed and considered the record evidence and the arguments of the parties at both the hearing and in post-hearing brief.² I find that, based on the evidence and the Board's well-established community of interest standard, the petitioned for unit is an appropriate unit, and I have directed an election accordingly.

¹ The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein. The labor organization involved claims to represent certain employees of the Employer, and a question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

² Petitioner filed a post-hearing brief; the Employer did not.

Below, I have set forth the record evidence that forms the basis for my decision, and that relates to the legal standards the Board utilizes in determining the appropriateness of a petitioned-for-unit. Following the record evidence section is my analysis applying the legal standards to the evidence. In conclusion, I have addressed the details of the directed election, and the procedures for requesting review of this decision.

II. RECORD EVIDENCE³

A. The Employer's Operations

The Employer operates two retail landscape supply facilities in the Spokane area, selling bulk soil, bark, sand, rock, paving stones, and other landscaping materials. The Employer's primary office and sales facility is known as the "Fairview" facility or yard, which consists of a sales office and warehouse, a material storage yard with the product sorted in large bins, and a separate shop building. Owners Larry Wittkopf and his wife Kristy Wittkopf work primarily at this location, as do several sales and clerical employees, dispatchers, mechanics and an operator.

The second retail location is a smaller facility located approximately 15 miles from the Fairview facility in the Spokane valley, and it is referred to as the "Valley" facility. Four non-driver employees work at the Valley facility. In addition to the two retail operations, the employer also maintains a presence at two supply pits that also function as storage facilities, referred to as "Jack's" and "Piper" respectively. One operator is regularly stationed at Jack's pit and another at Piper.

Some of the materials provided by the Employer are sold to the customer in the form in which they are obtained from suppliers; other materials are further processed by the Employer to make a retail product. For example, the Employer operates "screening plants," machines that sort soil and bark based on material size. The employer has screening plants at Fairview, Jack's and Piper.

The Employer's business involves a significant amount of material transportation. The Employer's drivers obtain much of the raw materials from a number of sources, including sand and gravel pits, quarries and lumber mills. These sources can be local, or they can be a significant distance from Spokane, including locations in Washington or Idaho. In the Spokane area, the Employer moves material amongst its various facilities to keep a balanced supply of material available at each facility. Additionally, the Employer provides delivery service, either locally or at significant distance, as far as Montana.

To transport materials, the Employer utilizes a fleet of approximately 10-12 dump trucks, several of which are equipped with "pup" trailers that increase the trucks' payload capacity. The Employer also utilizes three "walking floor" trailers, and three trucks equipped with bark blowing compressors.⁴ The Employer also employs bulldozers, front end loaders,

³ At hearing, owners Larry and Kristy Wittkopf were called to testify by the Employer, and driver Bill Sonsteng was called by Petitioner.

⁴ A walking floor trailer is a large, bulk capacity trailer with a moving floor to unload the product out the rear of the trailer instead of the raised-bed method of unloading used by a dump truck. The walking floor trailers are operated by three truck drivers and the parties agree these three drivers should be included in the petitioned-for unit. Additionally, the parties agree that the bark blowing technicians that operate the bark blowing trailers are properly excluded from the unit.

and road graders to move material within its facilities and to load the trucks. The Employer employs three full-time operators to operate this equipment.

In the course of a normal day, all drivers first report to the Fairview facility, where all the trucks are stored. They then contact the dispatchers by radio, or in person, and obtain an assignment, as well as any necessary paperwork. The dispatcher assigns the driver a delivery, indicating what material to take where. Once dispatched, the driver takes the truck to the location where the appropriate material is located. Once on site, if an operator is present, the driver communicates either in-person or by radio to the operator what he needs and the operator loads the truck. The driver then secures the load with a tarp, if necessary, and delivers the material to its destination. If an operator is not present at the loading location, the driver will operate the front-end loader to load the truck.

Once at the delivery location, the driver communicates with the customer and dumps the load where instructed, and if necessary, completes the customer's paperwork. Once the delivery is complete, the driver radios for another dispatch and the process repeats. Depending on the distances travelled, a driver may be dispatched for one delivery in a day or several.

As noted, an operator's primary duty is to load the Employer's trucks. Operator Wayne Erickson is employed primarily at the Fairview facility, Ector Franco works primarily at Piper and Mark Kingsley works at Jack's.⁵ Each operator utilizes yard equipment to move material, load the Employer's trucks and operate the screening plants. Erickson, because Fairview is a retail facility, also loads customer vehicles. Although estimates in the record vary, and loading times vary based on the amount of material being loaded, the average loading time for one of the Employer's trucks is under 10 minutes.

The Employer's business is seasonal. Operators are generally able to work year-round preparing material for the following season. Drivers generally do not work year-round, although they may on occasion operate equipment to lengthen their season of employment.

⁵ Larry Wittkopf testified that as the operators supervisor he may "do a little switching around" of operators if an operator is absent. There is no evidence of how often this takes place.

B. Relevant Community of Interest Factors

1. Wages, Hours, and other Working Conditions

Drivers and operators are paid the same wage, \$15.75 an hour.⁶ They are offered the same benefits, including access to the same incentive plan. Drivers and operators both generally arrive at the Fairview facility at 6:00 a.m. in the summer when the Employer is busiest. The operators are generally done with work between 3:00 and 4:00 p.m.; drivers' end time varies with the last delivery of the day. All employees punch the same time clock, located in the mechanics' shop at the Fairview facility, at the beginning and the end of their shift.

2. Commonality of Supervision

The Employer employs six supervisors in addition to Larry and Kristy Wittkopf. Three of these supervisors, Miranda Wittkopf, Doug Messenger and Kirk Hillhouse, are responsible for supervising the truck drivers. They in turn report to Larry Wittkopf. Larry Wittkopf supervises the operators directly.

3. Degree of Skill and Common Functions

Drivers are required to have a sufficient Commercial Drivers License (CDL) to operate the Employer's trucks over-the-road. As a condition of this license, the State of Washington requires that license holders have a physical examination every 2 years, have a pre-employment drug screen, and be enrolled in a random drug testing program.⁷ Drivers are also required, for any trip of over 100 miles, to complete a Department of Transportation (DOT) log book.⁸ Drivers must also perform a DOT mandated pre-trip inspection on their vehicle and complete the accompanying paperwork before beginning deliveries for the day.⁹

Drivers will use a front-end loader to load their trucks under certain circumstances, including when picking up material at a supplier that does not provide loading, or when they are at one of the Employer's facilities and an operator is not present, or is busy loading another truck. Some drivers load their own trucks more often than others. For example, because they are frequently collecting bark from lumber mills where an operator is not present, the three walking floor drivers normally load their own material 90 percent of the time. Sonsteng, a regular dump truck driver, testified the frequency with which he loads his own truck varies greatly; it may be as frequent as several times a day or as infrequent as once over several weeks.

⁶ This is the wage after 1 year; Kingsley has been employed less than 1 year and is currently paid \$14.75 an hour.

⁷ The Employer applies the pre-employment drug screen and random drug testing to operators as policy, although not required by state law.

⁸ The Employer requires that both drivers and operators keep daily "logs;" this is different paperwork from the DOT mandated log book that drivers complete for trips over 100 miles.

⁹ DOT requirements also dictate that the Employer take certain steps in hiring drivers, such as contacting a certain number of former employers. For this reason, Massender (who is responsible for DOT compliance) and Hillhouse supervise the driver hiring process. Larry Wittkopf supervises the hiring of operators.

Operators do not operate trucks over-the-road. The record indicates operators may occasionally use a truck off-road, within the yard of one of the Employer's facilities. While operators Erickson and Franco have Class B CDL's sufficient to operate the trucks off-road, they do not have the necessary license to operate the trucks over-the-road.

4. Frequency of Contact and Interchange with other Employees

Drivers and operators do not work in the same location, significantly limiting their frequency of contact. Due to the nature of their work, drivers spend the majority of their time on the road away from the Employer's facilities, where the operators essentially spend their entire work day. However, drivers and operators do come into contact as drivers come and go from the Employer's facilities.¹⁰ Additionally, drivers and operators also report to the same time clock to punch in every morning at the same time.

The record reveals no further evidence of interaction beyond the perfunctory exchange as drivers come and go from the Employer's facilities. The evidence in the record indicates the drivers eat lunch on the road, and the operators take lunch at their work location. All employees are paid for their lunch period, they do not return to Fairview to punch out for lunch, and they do not congregate at the Fairview break room for lunch.

The record also discloses no interchange outside drivers extending the working season by operating equipment. Specifically, the record contains several instances where drivers functioned as operators for extended periods of time during the winter. According to Larry Wittkopf, driver Sonsteng ran a bulldozer during the winter within the last couple of years "when he needed something to do," and driver Dave Littlefield ran a screen plant at the Colville lumber mill for 3 months in the winter of 2006-2007, when the Employer ran two shifts on the screen plant at that location (an operator was running the screen plant on the other shift). Driver Dan Knapp operated equipment and the screen plant at Jack's for a month or 2 when an operator was not available.

Drivers do not, however, fill in for operators on a short term basis. If an operator is absent, Chris Williams will fill-in for that operator.¹¹ If a driver is absent, Larry Wittkopf or Chris Williams will fill-in for that driver.

5. Functional Integration

The Employer's transportation system does rely on some degree of integration between operators and drivers at the Fairview, Jack's and Piper facilities. However, while

¹⁰ At various points in the record, the amount of time a driver spends in the yard is estimated at 10 (Sonsteng testimony) or 20 percent (Larry Wittkopf testimony). Moreover, the drivers are not in contact with the operators the entire time they are in the yard. Rather, the record indicates drivers usually step out of the truck to "stretch their legs" while the truck is loaded by an operator.

¹¹ In the record, full-time employee Chris Williams is referenced both as a truck driver and the sole part-time operator. Williams possesses an over-the-road CDL, but he is not dispatched in the normal manner of a truck driver. Rather, he is instead held in reserve for other tasks. Wittkopf described Williams as a "floater," with a standing assignment to fill in for absent operators. Wittkopf estimates Williams operates equipment on a "daily basis," and that 50 percent of his work is truck driving, and that 50 percent of his work is operating. The Employer asserts Williams is a truck driver and properly included in the unit. Petitioner does not dispute Williams' inclusion in the unit. Based on the above, I conclude Williams is at least a regular part-time truck driver and is properly included in the Unit.

somewhat integrated, the system for loading trucks at these yards is not complex, the contact is brief and the exchange of information is simple.

Specifically, the driver communicates basic information when he arrives - how much and what material the operator should put in the truck - and the operator responds with basic instructions - where he is going to load the material and where the driver should park. However, operators are not present at all loading times, and outside the loading of the trucks, the two positions have no integration. Further, the drivers spend the majority of their time alone on the road, delivering, and under some circumstances picking up loads, which are independent functions that do not involve an operator.¹² Likewise, operators independently operate the screening plants and move material around the yards without the involvement of the drivers.

6. Bargaining History

There is no history of collective bargaining in either the petitioned-for-unit or the unit proposed by the Employer.

III. Analysis

A. Community of Interest

Section 9(b) of the Act does not require that a unit for bargaining be the only appropriate unit, or the ultimate unit, or the most appropriate unit. Rather, the Act only requires that the unit be "appropriate." Overnite Transportation Co., 322 NLRB 723 (1996); Parsons Investment Co., 152 NLRB 192 fn. 1 (1965); Morand Bros. Beverage Co., 91 NLRB 409 (1950), enf'd. 190 F.2d 576 (7th Cir. 1951). A union is, therefore, not required to seek representation in the most comprehensive grouping of employees unless "an appropriate unit compatible with that requested does not exist." P. Ballantine & Sons, 141 NLRB 1103 (1963); Bamberger's Paramus, 151 NLRB 748, 751 (1965); Purity Food Stores, Inc., 160 NLRB 651 (1966). Thus, there is ordinarily more than one way in which employees of a given employer may appropriately be grouped for purposes of collective bargaining. General Instrument Corp. v. NLRB, 319 F.2d 420, 422-3 (4th Cir. 1962), cert. denied 375 U.S. 966 (1964); Mountain Telephone Co. v. NLRB, 310 F. 2d 478, 480 (10th Cir. 1962).

The Board's procedure for determining an appropriate unit under Section 9(b) is to examine first the petitioned-for-unit. P.J. Dick Contracting, Inc., 290 NLRB 150, 151 (1988). The burden is on the party challenging the unit to show that the petitioned-for bargaining unit is inappropriate; if the unit sought by the petitioning labor organization is appropriate, the inquiry ends. Bartlett Collins Co., 334 NLRB 484 (2001).

In determining whether a petitioned-for-unit is appropriate, the Board examines whether the employees share a community of interest. Overnite Transpt. Co., 322 NLRB 723, 724 (1996). A community of interest is determined by analyzing factors such as mutuality of interests in wages, hours, and other working conditions; commonality of supervision; degree of skill and common functions; frequency of contact and interchange with other employees; and functional integration. Kalamazoo Paper Box Corp., 136 NLRB

¹² If the driver is transporting material to Fairview, Jack's or Piper, the respective operator may direct where it should be dumped.

134, 137 (1962); The Boeing Company, 337 NLRB 152 (2001). The Board generally looks to the totality of the circumstances or the overall community of interest in making unit determinations. Johnson Controls, Inc., 322 NLRB 669 (1996).

In addressing truck drivers employed at a larger facility, the Board has acknowledged drivers often have a “dual community of interest,” with non-driver employees, with some factors supporting inclusion and some factors supporting exclusion. Home Depot USA, 331 NLRB 1289, 1290 (2000). Whether a unit of drivers separate from non-drivers constitutes an appropriate unit is dependent on the circumstances of each case. Id.

In Home Depot, the Petitioner sought a driver and dispatcher unit separate from the employer’s non-driver employees. In finding the Petitioned-for unit appropriate, the Board specifically noted several factors, including: (1) the drivers and non-drivers did not work alongside each other or in close proximity, (2) non-drivers did not perform driving work, and (3) the drivers possessed special licensing and were subject to special testing. Id. at 1291.

On this basis, the Board distinguished the facts in Home Depot from those in Levitz Furniture of Santa Clara, Inc., 192 NLRB 61 (1971). In Levitz, driver and non-driver employees worked closely together in a highly integrated sales process, temporary interchanges were “frequent and regular,” the trucks used by the drivers were also used by non-drivers for various tasks, and the Levitz drivers did not possess any special licensing, nor were they subject to any special testing. Home Depot at 1291, citing Levitz, at 62-63. On these facts the Board concluded that although the drivers did have some similarities to the non-drivers, the weight of the evidence indicated a sufficiently distinct community of interest to make the driver unit appropriate. Id.

B. Application of Community of Interest Standards

In the instant matter, the Employer must demonstrate that the unit sought by the Petitioner is inappropriate. I find the Employer has not met this burden. Rather, the facts in the instant case substantially resemble those in Home Depot, and under this circumstance I find that drivers have a sufficiently distinct community of interest to constitute an appropriate unit under the Act.

Concededly the drivers share several terms and conditions of employment with the operators. Both classifications receive the same wages and benefits, work similar hours, punch the same time clock, and are subject to some of the same policy requirements, such as pre-employment and random drug screening. Yet, while the working conditions of drivers and operators have various similarities, there are also several differences. Significantly, drivers are required to have an over-the-road CDL. Some aspects of holding this type of license are exclusive to drivers, such as pre-trip inspection of vehicles, background checks in hiring, and completing DOT log books when on extended trips. In Home Depot, the Board specifically referenced special licensing as a factor in support of finding a separate driver unit appropriate, and I find that fact persuasive here.

Drivers and operators also have separate immediate supervision, with multiple supervisors directing the work of the drivers. While these supervisors are in turn supervised by Larry Wittkopf, I find this is a significant difference from Wittkopf’s direct supervision of the operators. From Wittkopf’s testimony it was apparent that he is more familiar with the day-to-day work of the operators, and that he is more involved in their hiring process. In contrast, dispatchers and the trucking supervisors are responsible for much of the day to

day monitoring of the drivers. It is also clear that Larry Wittkopf has delegated important tasks, such as DOT compliance, to the trucking supervisors. I find this factor also weighs in favor of finding a separate driver unit appropriate.

Regarding the drivers' and operators' degree of skill and common functions, there are facts in support of both positions. Both classifications operate heavy equipment and there is some overlap in the work performed by the two classifications. The record indicates that drivers will operate front-end loaders on a regular, albeit limited, basis to load trucks. The record also contains evidence of intermittent use of the trucks by operators in the yards and off road. The record also reveals, however, that operators lack the proper licensing to perform any over-the-road driving, the most significant of the drivers' duties.

I find the drivers' and operators' frequency of contact and interchange weighs in support of finding a driver unit appropriate. Drivers and operators spend the majority of their time in separate places performing separate tasks. Even assuming the drivers spend 20 percent (Witkoff testimony) of their time in the yard, on average the interaction between a driver and operator is very brief. This, combined with the lack of evidence of any interaction at lunch, on breaks or in any other context, demonstrates minimal interaction.

Drivers, by the nature of their work, spend a significant amount of time on the road, away from an employer's facility, diminishing their interactions with non-driver employees. This absence has been found a significant consideration in determining a community of interest. Kalamazoo Paper Box Corp. at 137. The Board in Home Depot also specifically referenced the drivers and non-drivers not working alongside each other, or in close proximity, as weighing in favor of a separate unit, and referenced the lack of "frequent and regular" temporary interchange, present in Levitz, as a significant factor in Home Depot.

I find in the instant case that these factors similarly weigh in favor of a separate drivers' unit. It is not disputed that in the normal course of their employment, drivers and operators do not work alongside each other, or in close proximity. Although the record contains some evidence of drivers functioning as operators during the winter, it is clear drivers do not fill-in for absent operators; thus, temporary interchange does not take place. Moreover, operators are unable to fill-in as drivers. Rather, the Employer has an established system to cover shortages in these classifications and it does not involve transfers between the drivers and operators.

Finally, I find that the record reveals very limited functional integration. The work in this case is not the highly integrated sales process present in Levitz, and cited as an important factor lacking in Home Depot. The basic tasks performed by the driver and operator at the yard and the rudimentary communication between driver and operator do not reflect a complex interaction. Operators play a role in the Employer's delivery process, but that role is limited and, taking only minutes, loading represents only a fraction of the total time involved in a delivery. Further, the record is clear that drivers frequently load their own trucks, completing a delivery without any involvement of an operator, and that operators have other important tasks, such as running the screening plants, that do not require a driver.

In light of these facts, the instant case is one where a "dual community of interest," as described in Home Depot, is present. That is, facts exist which support both arguments. Under these circumstances, I find that the record reveals insufficient evidence to support the Employer's contention that the petitioned-for unit is inappropriate.

IV. CONCLUSION

I find that, for the reasons stated above, the petitioned-for unit is an appropriate unit for collective bargaining. I do not find the drivers and operators share so overwhelming a community of interest that operators must be included in the unit, as the drivers and operators have important differences in licensing and supervision, functions, minimal contact and interaction, and are minimally integrated.

Accordingly, I shall direct an election in the following appropriate unit ("Unit"):

All full and regular part-time truck drivers, employed in or out of the Employer's Spokane County, Washington facilities; excluding all operators, dispatchers, lead drivers, blower technicians, mechanics, sales employees, office clerical employees, guards and supervisors as defined by the Act.¹³

There are approximately 15 employees in the Unit found appropriate.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the Unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the Unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by Teamsters Local 690, affiliated with the International Brotherhood of Teamsters.

LIST OF VOTERS

In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses that may be used to communicate with them. Excelsior Underwear, 156 NLRB 1236 (1966); NLRB v. Wyman-Gordon Co., 394 U.S. 759 (1969). Accordingly, it is hereby directed that an election eligibility list, containing the alphabetized full names and addresses of all the eligible voters, must be filed by the Employer with the Regional Director for Region 19 within 7 days of the date of this Decision and Direction of Election. North Macon Health Care Facility, 315 NLRB 359, 361 (1994).

¹³

The Unit found appropriate conforms substantially with the unit the Petitioner sought at hearing.

The list must be of sufficiently large type to be clearly legible. The Region shall, in turn, make the list available to all parties to the election.

In order to be timely filed, such list must be received in the Regional Office, 915 Second Avenue, 29th Floor, Seattle, Washington 98174, on or before **September 2, 2008**. No extension of time to file this list may be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the filing of such list. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission to (206) 220-6305. Since the list is to be made available to all parties to the election, please furnish a total of 4 copies, unless the list is submitted by facsimile, in which case only one copy need be submitted.

NOTICE POSTING OBLIGATIONS

According to Board Rules and Regulations, Section 103.20, Notices of Election must be posted in areas conspicuous to potential voters for a minimum of 3 working days prior to the date of election. Failure to follow the posting requirement may result in additional litigation should proper objections to the election be filed. Section 103.20(c) of the Board's Rules and Regulations requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. Club Demonstration Services, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by **5 p.m. EDT on September 8, 2008**. The request may be filed through e-gov on the Board's web site, www.nlr.gov, but may not be filed by facsimile.¹⁴

DATED at Seattle, Washington, this 25th day of August.

/s/ Richard L. Ahearn
Richard L. Ahearn, Regional Director

¹⁴ To file a request for review electronically, go to www.nlr.gov and select the E-Gov tab. Then click on the E-filing link on the menu. When the E-file page opens, go to the heading Board/Office of the Executive Secretary and click the "File Documents" button under that heading. A page then appears describing the E-filing terms. At the bottom of the page, check the box next to the statement indicating that the user has read and accepts the E-File terms and click the "Accept" button. Then complete the filing form with information such as the case name and number, attach the document containing the request for review, and click the "Submit Form" button. Guidance for E-Filing is contained in the attachment supplied with the Regional office's original correspondence in this matter and is also located under "E-Gov" on the Board's website, www.nlr.gov.

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